IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

CARNIVORE LLC,)
Plaintiff,)
v.) Case No. 1:21-cv-00023
UBUNTO CHI, LLC, f/k/a NORTECH PACKAGING, LLC, d/b/a TISHMA))
TECHNOLOGIES, and INTERTAPE POLYMER CORP.,)
Defendants.)

PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANT UBUNTO CHI, LLC'S MOTION TO DISMISS

Plaintiff Carnivore LLC ("Plaintiff" or "Carnivore") files this response in opposition to the motion to dismiss filed by Defendant Ubunto Chi, LLC, f/k/a Nortech Packaging, LLC, d/b/a Tishma Technologies ("Nortech"). Nortech relies primarily on the arguments set forth in the motion to dismiss and memorandum in support filed by Defendant Intertape Polymer Corp. ("Intertape") (Docs. 35 and 36). Accordingly, in response to Nortech's motion, Carnivore incorporates by reference its response in opposition to Intertape's motion (Doc. 48).

Nortech also argues that it should be dismissed because the form purchase agreement at issue is between Carnivore and Intertape, not Nortech. This allegation is directly at odds with the document itself, which is attached to Carnivore's complaint and identifies Tishma (Nortech's d/b/a), not Intertape, as the named party. (Doc. 30-1, PageID #: 125 ("Subject to the terms of this Agreement, *Tishma* agrees to sell, deliver and install the machinery . . .") (emphasis added)). While Carnivore alleges that, in connection with Intertape's apparent acquisition of Nortech, Intertape is also liable to Carnivore, Carnivore does not allege that Nortech was released of its obligations to Carnivore. (*See* Complaint, Doc. 30, ¶¶ 27-28). Carnivore is not privy to the details

of the transaction between Intertape and Nortech, and the impact of that transaction, if any, on the Defendants' liability to Carnivore is an issue to be further illuminated by discovery in this case. At this stage, Carnivore has alleged that both Defendants are liable to Carnivore and has attached the form purchase agreement identifying Nortech as a party. These allegations are more than sufficient and must be accepted as true under Rule 12.

For these reasons, Nortech's motion to dismiss should be denied.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and exact copy of the foregoing was served on the

following counsel via email, on this 27th day of October, 2021:

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